

APPENDIX RECIPROCAL COMPENSATION

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APPENDIX RECIPROCAL COMPENSATION
(Mutual Compensation for Transport, Termination, and Transiting)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Reciprocal Compensation provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 **SBC-13STATE** - As used herein, **SBC-13STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 **SBC-12STATE** - As used herein, **SBC-12STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.6 **SBC-SWBT** - As used herein, **SBC-SWBT** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.7 **SWBT-MO** - As used herein, **SWBT-MO** means the applicable above listed ILEC doing business in Missouri.
- 1.8 **SWBT-OK** - As used herein, **SWBT-OK** means the applicable above listed ILEC doing business in Oklahoma.
- 1.9 **SWBT-KS** - As used herein, **SWBT-KS** means the applicable above listed ILEC doing business in Kansas.

- 1.10 **SWBT-AR**-As used herein, **SWBT-AR** means the applicable above listed ILEC doing business in Arkansas.
- 1.11 **SWBT-TX** - As used herein, **SWBT-TX** means the applicable above listed ILEC doing business in Texas.
- 1.12 **PACIFIC** - As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 1.13 **NEVADA** - As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 1.14 **SNET** - As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

2. **CLASSIFICATION OF TRAFFIC**

- 2.1 The Telecommunications traffic exchanged between CLEC and **SBC-13STATE** will be classified as either Local Calls, Transit Traffic, Optional Calling Area Traffic, intraLATA Toll Traffic, and interLATA Toll Traffic.
- 2.2 Reciprocal compensation applies for transport and termination of Local Calls. “Local Calls”, for purposes of intercarrier compensation, is traffic where all calls are within the same common local and common mandatory local calling area, i.e., within the same or different **SBC-13STATES** Exchange(s) that participate in the same common local or common mandatory local calling area as outlined in the applicable state Local Exchange Tariff. Local Calls must actually originate and actually terminate to End Users physically located within the same common local or common mandatory local calling area.
- 2.3 When an End User originates a Local Call which terminates to an End User physically located in the same local exchange area and served on the other Party’s physical switch or, if operating in **SBC-12STATE**, through the other Party's Unbundled Network Element (UNE) switch port, the originating Party shall compensate the terminating Party for the transport and termination of Local Calls at the rate(s) provided in Appendix Pricing. In SNET, calls originated over UNEs are not subject to reciprocal compensation since the rates for unbundled local switching reflect and include the costs of call termination.
- 2.4 The Parties’ obligation to pay reciprocal compensation to each other shall commence on the date the Parties agree that the network is complete (i.e., each Party has established its originating trunks as well as any ancillary functions such as 911).

- 2.5 The compensation arrangements set forth in this Appendix are not applicable to (i) Exchange Access traffic, (ii) Information Service traffic, (iii) traffic originated by one Party on a number ported to its network that terminates to another number ported on that same Party's network or (iv) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission. All Exchange Access traffic and intraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state tariffs.
- 2.6 The Parties agree that Internet Calls are not subject to reciprocal compensation under this Appendix nor under the Act. The Parties agree to make reasonable efforts to identify telephone numbers assigned to Internet Service Providers (ISPs) to each other for purposes of excluding the minutes associated with ISP traffic from compensation. The Parties agree this traffic will be meet point billed if and when the current FCC exemption is removed or modified to allow such billing.
- 2.7 Calls delivered to or from numbers that are assigned to an exchange within a common mandatory local calling area but where the receiving or calling party is physically located outside the common mandatory local calling area of the exchange to which the number is assigned are either Feature Group A (FGA) or Foreign Exchange (FX) and are not Local Calls for intercarrier compensation and are not subject to local reciprocal compensation.
- 2.8 Private Line Services include private line-like and special access services and are not subject to local reciprocal compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines.
- 2.9 Reciprocal Compensation applies to local traffic that is terminated at either parties' end office switch. Traffic that is delivered to a CLEC or ISP via Digital Subscriber Line (DSL) service is not subject to intercarrier compensation.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.
- 3.2 Where SS7 connections exist, each Party will include in the information transmitted to the other for each call being terminated on the other's network, where available, the original and true Calling Party Number (CPN).

- 3.3 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.
- 3.4 Where SS7 connections exist, calls originated by one party and terminated by the other, if the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information will be billed as either Local Traffic or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN information. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as intraLATA switched access.
- 3.5 Where the Parties are performing a transiting function as defined in Section 6.1, the transiting Party will pass the original and true CPN if it is received from the originating third party. If the original and true CPN is not received from the originating third party, the Party performing the transiting function can not forward the CPN and will not be billed as the default originator.

4. LOCAL TRAFFIC COMPENSATION

- 4.1 The rates, terms, conditions contained herein apply only to the termination of Local Calls that originate and terminate to carriers that are authorized as LECs, CLECs, or ILECs within the State. All applicable state-specific Unbundled Local Switching rates can be found in Appendix Pricing.
- 4.2 Subject to Section 4.3 and 4.4, the Unbundled Local Switching rate applies to Local Traffic that is delivered to the Parties for termination. This includes direct-routed Local Traffic that terminates to offices that have combined Tandem Office Switch and End Office Switch functions, as well as traffic that is delivered to the Parties for termination at a Tandem.
- 4.3 CLEC shall establish sufficient direct End Office trunk groups when actual or projected traffic demand at a particular End Office requires twenty-four (24) or more trunks. Overflow from either end of the direct End Office trunk group will be alternate routed to the appropriate Tandem.
- 4.4 CLEC will establish sufficient direct trunk groups between CLEC and a 3^d Party's network when CLEC's traffic volumes to said 3^d Party require twenty-four (24) or more trunks.

5. OPTIONAL CALLING AREA TRAFFIC -- SBC-OK,KS,AR,TX

- 5.1 Compensation for Optional Calling Area (OCA) Traffic is for the termination of intercompany traffic to and from the one-way or two-way optional exchanges(s) and the associated metropolitan area.
- 5.2 In the context of this Appendix, Optional Calling Areas (OCAs) exist only in the states of Oklahoma, Kansas, Arkansas, and Texas, and are outlined in the applicable state Local Exchange tariffs. This rate is independent of any retail service arrangement established by either Party. CLEC/ILEC is not precluded from establishing its own local calling areas or prices for purposes of retail telephone service; however the terminating rates to be used for any such offering will still be administered as described in this Appendix.
- 5.3 The state specific OCA Transport and Termination rates are outlined in Appendix Pricing.

6. MCA TRAFFIC -- SBC-MO

- 6.1 For compensation purposes in the state of Missouri, Local Traffic shall be further defined as "MCA Traffic" and "Non-MCA Traffic." MCA Traffic is traffic originated by a party providing a local calling scope plan pursuant to the Missouri Public Service Commission Orders in Case No. TO-92-306 and Case No. TO-99-483 (MCA Orders) and the call is a local call based on the calling scope of the originating party pursuant to the MCA Orders. Non-MCA Traffic is all Local Traffic that is not defined as MCA Traffic.
 - 6.1.1 Either party providing Metropolitan Calling Area (MCA) service shall offer the full calling scope prescribed in Case No. TO-92-306, without regard to the identity of the called party's local service provider. The parties may offer additional toll-free outbound calling or other services in conjunction with MCA service, but in any such offering the party shall not identify any calling scope other than that prescribed in Case No. TO-92-306 as "MCA" service.
- 6.2 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, MCA Traffic shall be exchanged on a bill-and-keep intercompany compensation basis meaning that the party originating a call defined as MCA Traffic shall not compensate the terminating party for terminating the call. Furthermore, the Transit Traffic rate element shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic).
 - 6.2.1 The parties agree to use the LERG to provision the appropriate MCA NXXs in their networks. The LERG should be updated at least 45 days in advance of

opening a new code to allow the other party the ability to make the necessary network modifications. If the Commission orders the parties to use an alternative other than the LERG, the parties will comply with the Commission's final order.

- 6.3 If CLEC provides service via resale or in conjunction with ported numbers, the appropriate MCA NXXs will be updated by SWBT.

7. TRANSIT TRAFFIC COMPENSATION

- 7.1 Transiting Service allows one Party to send Local, Optional, intraLATA Toll Traffic, and 800 intraLATA Toll Traffic to a third party network through the other Party's tandem. A Transiting rate element applies to all MOUs between a Party and third party networks that transits a **SBC-13STATE** network. The originating Party is responsible for payment of the appropriate rates unless otherwise specified. The Transiting rate element is only applicable when calls do not originate with (or terminate to) the transit Party's End User. Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, the Transit Traffic rate element shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic). The rates that **SBC-13STATE** shall charge for transiting CLEC traffic are outlined in Appendix Pricing.
- 7.2 The Parties agree to enter into their own agreement with third party Telecommunications Carriers prior to delivering traffic for transiting to the third party. In the event one Party originates traffic that transits the second Party's network to reach a third party Telecommunications Carrier with whom the originating Party does not have a traffic Interexchange agreement, then originating Party will indemnify the second Party against any and all charges levied by such third party telecommunications carrier, including any termination charges related to such traffic and any attorneys fees and expenses. The terminating party and the tandem provider will bill their respective portions of the charges directly to the originating party, and neither the terminating party nor the tandem provider will be required to function as a billing intermediary, e.g. clearinghouse.
- 7.3 The CLEC shall not bill **SBC-13STATE** for terminating any Transit traffic, whether identified or unidentified, i.e. whether **SBC-13STATE** is sent CPN or is not sent CPN by the originating company.
- 7.4 In those **SBC-13STATE**s where Primary Toll Carrier (PTC) arrangements are mandated, for intraLATA Toll Traffic which is subject to a PTC arrangement and where **SBC-13STATE** is the PTC, **SBC-13STATE** shall deliver such intraLATA Toll Traffic to the terminating carrier in accordance with the terms and conditions of such PTC

arrangement. Upon receipt of verifiable Primary Toll records, **SBC-13STATE** shall reimburse the terminating carrier at **SBC-13STATE**'s applicable tariffed terminating switched access rates. When transport mileage cannot be determined, an average transit transport mileage shall be applied as set forth in Appendix Pricing.

8. OPTIONAL CALLING AREA TRANSIT TRAFFIC -- SWBT-MO, SWBT-KS, SWBT-AR, SWBT-TX

8.1 In the states of Texas, Missouri, Kansas, and Arkansas, the Optional Area Transit Traffic rate element applies when one End User is in a **SBC-SWBT** one-way or two-way optional exchange and the other End User is within the **SWBT-KS**, **SWBT-AR**, and/or **SWBT-TX** local or mandatory exchanges. The Parties agree to apply the Optional Area Transit rate to traffic terminating to third party ILEC that shares a common mandatory local calling area with all **SWBT-MO**, **SWBT-KS**, **SWBT-AR**, and **SWBT-TX** exchanges included in a specific metropolitan exchange area. The Optional Area Transit Traffic rates that will be billed are outlined in Appendix Pricing. The specific NXXs and associated calling scopes can be located in the applicable state Local Exchange tariff.

9. INTRALATA 800 TRAFFIC

9.1 The Parties shall provide to each other intraLATA 800 Access Detail Usage Data for Customer billing and intraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. On a monthly basis the Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.

9.2 IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query. Billing shall be based on originating and terminating NPA/NXX.

10. MEET-POINT-BILLING (MPB) and SWITCHED ACCESS TRAFFIC COMPENSATION

10.1 Intercarrier compensation for Switched Access Traffic shall be on a MPB basis as described below.

10.2 The Parties will establish MPB arrangements in order to provide Switched Access

Services to IXC and ESPs via the respective carrier's Tandem Office Switch switches in accordance with the MPB guidelines adopted by and either contained in, or upon approval to be added in future to the Ordering and Billing Forum's MECOD and MECAB documents.

- 10.3 Billing to Interexchange Carriers (IXCs) and ESPs for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates to the IXC. The residual interconnection charge (RIC), if any, will be billed by the Party providing the end office function. For the purpose of this Appendix, CLEC is the Initial Billing Company (IBC) and **SBC-13STATE** is the Subsequent Billing Company.
- 10.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 10.5 As detailed in the MECAB document, the Parties will, in accordance with appropriate billing cycle intervals defined herein, exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point arrangement. Information shall be exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The initial billing company (IBC) will provide the information to the subsequent billing company within ten (10) working days of sending the IBC's bills. The exchange of records to accommodate MPB will be on a reciprocal, no charge basis.
- 10.6 MPB shall also apply to all jointly provided MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs) which may likewise be designated for such traffic in the future where the responsible party is an IXC or ESP. When ILEC performs 800 database queries, ILEC will charge the end office provider for the database query in accordance with standard industry practices.
- 10.7 Each Party shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers for the Meet Point Billing service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

- 10.8 For purposes of this Appendix the Party to whom the End Office Switch belongs is the IBC and the Party to whom the Tandem Office Switch belongs is the secondary billing company. The secondary billing company will provide the IBC with the Exchange Access detailed usage data within thirty (30) days of the recording date. The IBC will provide to the secondary billing company the Exchange Access summary usage data within ten (10) working days of the IBC's bill date to the IXC and/or ESP. **SBC-13STATE** acknowledges that currently there is no charge for Summary Usage Data Records but that such a charge may be appropriate. At CLEC's request, **SBC-13STATE** will negotiate a mutual and reciprocal charge for provision of Summary Usage Data Records.
- 10.9 **SBC-13STATE** and CLEC agree to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery.
- 10.10 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

11. INTRALATA TOLL TRAFFIC COMPENSATION

- 11.1 For intrastate intraLATA toll traffic, compensation for termination of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge where applicable, as set forth in each Party's Intrastate Access Service Tariff, but not to exceed the compensation contained in an ILEC's tariff in whose exchange area the End User is located. For interstate intraLATA intercompany service traffic, compensation for termination of intercompany traffic will be at terminating access rates for MTS and originating access rates for 800 Service including the CCL charge, as set forth in each Party's interstate Access Service Tariff, but not to exceed the compensation contained in the ILEC's tariff in whose exchange area the End User is located. Common transport, (both fixed and variable), as well as tandem switching and end office rates apply only in those cases where a Party's tandem is used to terminate traffic.

12. BILLING FOR MUTUAL COMPENSATION -- SBC-SWBT

- 12.1 In **SBC-SWBT** other than for traffic described in Section 6 above, each Party shall deliver monthly settlement statements for terminating the other Party's traffic based on the following:

- 12.2 Each Party shall, unless otherwise agreed, adhere to the detailed technical descriptions and requirements for the recording, record exchange, and billing of traffic using the guidelines as set forth in the Technical Exhibit Settlement Procedures (TESP). Each Party will transmit the summarized originating minutes of usage within fifteen (15) business days following the prior month's close of business for all traffic including local, transiting, and optional EAS via the 92-type record process to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing. This information will also be utilized by the Parties for use in verifying and auditing to confirm the jurisdictional nature of Local Calls and is required from the originating Party under the terms of this Appendix.
- 12.3 If originating records are not received within sixty (60) days, upon written notification the Party not receiving the originating records will bill all MOU for that month at Switched Access rates based upon a seven (7) day traffic study.
- 12.4 The Parties will not render invoice nor payment to each other for the transport and termination of calls for a particular month's usage until both Parties have received the originating 92-type summary records CLEC for that same month's usage.
- 12.5 On a monthly basis, each Party will record its originating MOU including identification of the originating and terminating NXX for all intercompany calls.
- 12.6 Each Party will transmit the summarized originating MOU above to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing.
- 12.7 MOUs for the rates contained herein will be measured in seconds by call type, and accumulated each billing period into one (1) minute increments for billing purposes in accordance with industry rounding standards.
- 12.8 Where CLEC has direct End Office Switch and Tandem Office Switch interconnection arrangements with **SBC-13STATE**s, **SBC-13STATE**s will multiply the Tandem Office Switch routed terminating MOU and End Office Switch routed terminating MOUs by the appropriate rates in order to determine the total monthly billing to each Party.

13. BILLING FOR MUTUAL COMPENSATION -- SBC-AMERITECH, NEVADA, PACIFIC, SNET

- 13.1 In **SBC-AMERITECH**, **NEVADA**, **PACIFIC**, and **SNET**, each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (AMA) recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. For purposes of

reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute. In **SBC-AMERITECH**, **NEVADA**, **PACIFIC**, and **SNET**, billing for mutual compensation will occur on a monthly basis.

- 13.2 Each Party will provide to the other, within fifteen (15) calendar days, after the end of each quarter, a usage report with the following information regarding traffic terminated over the Local Interconnection Trunks:

13.2.1 Total traffic volume described in terms of minutes and messages and by call type (local, toll, and other) terminated to each other over the Local Interconnection Trunk Groups, and

13.2.1.1 Percent Local Usage (PLU)

- 13.3 PLU is calculated by dividing the Local MOU delivered to a party for termination by the total MOU delivered to a Party for termination.
- 13.4 Upon thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the Parties' networks. The Parties agree to retain records of call detail for six (6) months from when the calls were initially reported to the other Party. The audit will be conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than once per calendar year for each call detail type unless a subsequent audit is required. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past twelve (12) months. Also, if the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the nine (9) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.

14. APPLICABILITY OF OTHER RATES TERMS AND CONDITIONS

- 14.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.